

Conkelly Substation Site, Parcel 1
Contract No. 14-03-51684

AGREEMENT

This AGREEMENT, made this 14 day of September, 1965, by and between the ANACONDA ALUMINUM COMPANY, a corporation (hereinafter referred to as "the Company"), and the UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter referred to as "the United States"),

WITNESSETH:

1. The Company, in consideration of the covenants and agreements hereinafter contained, does hereby grant unto the United States and its assigns, the right to construct, maintain and operate two dead-end structures and two overhead strain buses and such other wires, lines and circuits as may be necessary for the efficient operation and maintenance of said dead-end structures and overhead buses over and across the Company's property at the locations described as follows:

A. A 230-kv Strain Bus (Main) extends between a dead-end structure in the 230-kv switchyard of said Conkelly Substation and the northerly dead-end structure in the Company's switchyard. The centerline of said Strain Bus (Main) is on a bearing of N. 86° 18' 10" W. from a point which is S. 86° 18' 10" E. 4.0 feet from a point which is S. 3° 41' 50" W. 23.5 feet from a monument which is N. 58° 57' 20" E. 1262.2 feet from the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; and

B. A. 230-kv Strain Bus (Auxiliary) extends between a dead-end structure in the 230-kv switchyard of said Conkelly Substation and the southerly dead-end structure in the Company's switchyard. The centerline of said Strain Bus (Auxiliary) is on a bearing of N. 87° 03' 30" W. from a point which is S. 87° 03' 30" E. 4.0 feet from a point which is S. 3° 41' 50" W. 150.9 feet from a monument which is N. 58° 57' 20" E. 1262.2 feet from the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; and

C. The right to construct, operate and maintain two dead-end structures in the Company's switchyard; one structure to be located at the westerly terminus of the Main Bus, and one structure to be located at the westerly terminus of the Auxiliary Bus, both in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; and

all in Township 30 North, Range 20 West, Principal Meridian, Flathead County, Montana, as shown on BPA drawing, Serial No. 129200 DTM-D.

The exact location and manner of construction of the United States overhead strain buses and dead-end structures, together with a more particular description and explanation thereof, are set forth in the drawing marked Exhibit A, attached hereto and by this reference made a part hereof, it being understood that the foregoing shall include the right to cross the Company's road, rail line and 13.8 kv power line as shown on said drawing.

2. The foregoing agreement is made subject to the following conditions, to-wit:

A. That all construction, operation, maintenance and alteration of the dead-end structures and overhead buses of the United States shall be done in accordance with applicable state laws and in conformance with the latest current revision of the National Electrical Safety Code, Handbook Series of the United States Bureau of Standards; provided, however, that such structures and buses shall be constructed, operated, maintained and altered by the United States in such a way as will not interfere with the use of said property by the Company, either as now used or as the Company may hereafter desire to use the same.

B. The Company shall have the right at any and all times to determine whether the manner of construction, maintenance or renewal of the said structures and buses of the United States, or their appurtenances, conform to the foregoing requirements, and if the Company shall in any case determine that the manner of construction, maintenance or renewal does not so conform, it may notify the

United States in writing to make such changes as the Company may deem necessary to make such construction, maintenance or renewal conform to the foregoing requirements. If the United States shall, for a period of thirty (30) days, after receipt of such notice, fail to make such changes as may be required by the Company, the Company, if it so elects, may terminate this agreement forthwith.

C. All costs of construction, maintenance, repair, alteration and removal of the said dead-end structures and buses of the United States, and appurtenances, shall be paid by the United States.

D. If the Company shall incur any necessary expense by reason of the construction, operation, maintenance or presence of said dead-end structures and buses, the United States will pay to the Company, the actual amount expended by the Company upon the presentation of properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the Company, the Bonneville Power Administrator shall have approved the necessity and amount thereof in writing; provided, further, that if in an emergency it becomes necessary for the Company to incur such expenses without having first obtained the approval of the Bonneville Power Administrator, the United States shall not be required to make any payment therefor unless the sum expended shall be approved by him.

E. Any and all damage or injury necessarily done to the Company's property or facilities or any property lawfully upon said premises, in the construction, operation, maintenance, repair or renewal of the United States dead-end structures and buses, shall be immediately repaired or reconstructed by the United States under the supervision and to the satisfaction of the Company.

3. If the United States shall at any time cease to maintain its dead-end structures and buses at either of the above-described locations, the United States will remove its improvements from such location and restore the premises of the Company to their former state, whereupon all rights and privileges of the United States under and by virtue of this agreement shall forthwith automatically cease and terminate.

It is understood that certain equipment is being furnished by the Company and is to be identified by suitable tags, stencils, stamps or other markers, plainly stating that the property so identified is owned by the Company. On any termination of this agreement title to and ownership of such equipment furnished by the Company, except such equipment which cannot be removed without damage to the property of the United States, shall be and remain in the Company at all times.

4. The United States assumes all risk of loss, damage or destruction to its dead-end structures, buses, supporting towers and appurtenances that may be caused in any manner by the construction, maintenance and operation of the property and facilities of the Company, unless such loss, damage, or destruction is caused by the negligence of the Company or its employees or agents; provided, however, that no negligence shall be ascribed to the Company in the discharge of waste, smoke, fumes, emanations or other materials or substances from its metals processing plant.

5. This agreement shall not be transferred or assigned by the United States without the written consent of the Company.

6. All expenditures to be made by the United States under the provisions of this agreement shall be subject to appropriations being available for the purpose.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise

therefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

ANACONDA ALUMINUM COMPANY

By James F. Smith

ATTEST:

John B. Sanderlin

UNITED STATES OF AMERICA
Department of the Interior
Acting through the Bonneville
Power Administrator

By _____
Principal Title Officer
Branch of Land

• AAC Fire Hydrant

NE $\frac{1}{4}$ SE $\frac{1}{4}$

E-W BASE LINE
S 86°18'10"E

Y 541 391.7
X 874 811.2

158.2'

44.0'

Y 541 250.1
X 874 558.5

1' Conc Guard Wall
Transformer Truckage Foundation

Y 541 383.9
X 874 941.2

Y 541 479.2 X 875 048.9
Y 541 474.4 X 875 123.7

AAC Fire Hydrant

230 KV STRAIN BUS (MAIN)

S 86°18'10"E

505.5'

230 KV STRAIN BUS (AUX)

S 87°03'30"E

553.6'

PARCEL A

PARCEL 1
CONKELLEY SUBSTATION SITE
ANACONDA ALUMINUM COMPANY
PART OF NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC 3 & PART OF NW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 2
5.37 ACRES

PARCEL 2
CONKELLEY SUBSTATION SITE
ANACONDA ALUMINUM COMPANY
PART OF NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC 3
1.13 ACRES

← TO GUARD STATION

7x7' Conc Box
7x7' Conc Box
7x7' Conc Box

3 CONDUITS
8 WIRES
7 CONDUITS
16 WIRES
7 CONDUITS
16 WIRES

7x7' Conc Box

AAC TLP LINE

1 W

20' Gate

7x7' Conc Box

Y 541 060.8 X 875 058.9

Y 541 000.0 X 875 000.0

Y 540 891.2 X 875 047.9

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BEGIN SS-AR-1
GUARD STA

NW $\frac{1}{4}$ SE $\frac{1}{4}$

CONKELLEY SS AR's
ANACONDA ALUMINUM COMPANY
SS-AR-1 LENGTH 2115' NW $\frac{1}{4}$ SE $\frac{1}{4}$ & PART OF NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC 3
SS-AR-2 LENGTH 325'

CONKELLEY SS-AR-1
GN RY CO
PARCEL A

NE $\frac{1}{4}$ SE $\frac{1}{4}$

END SS-AR-1

SS-AR-1

BEGIN SS-AR-2
PT IN SS-AR-1

PARCEL 1

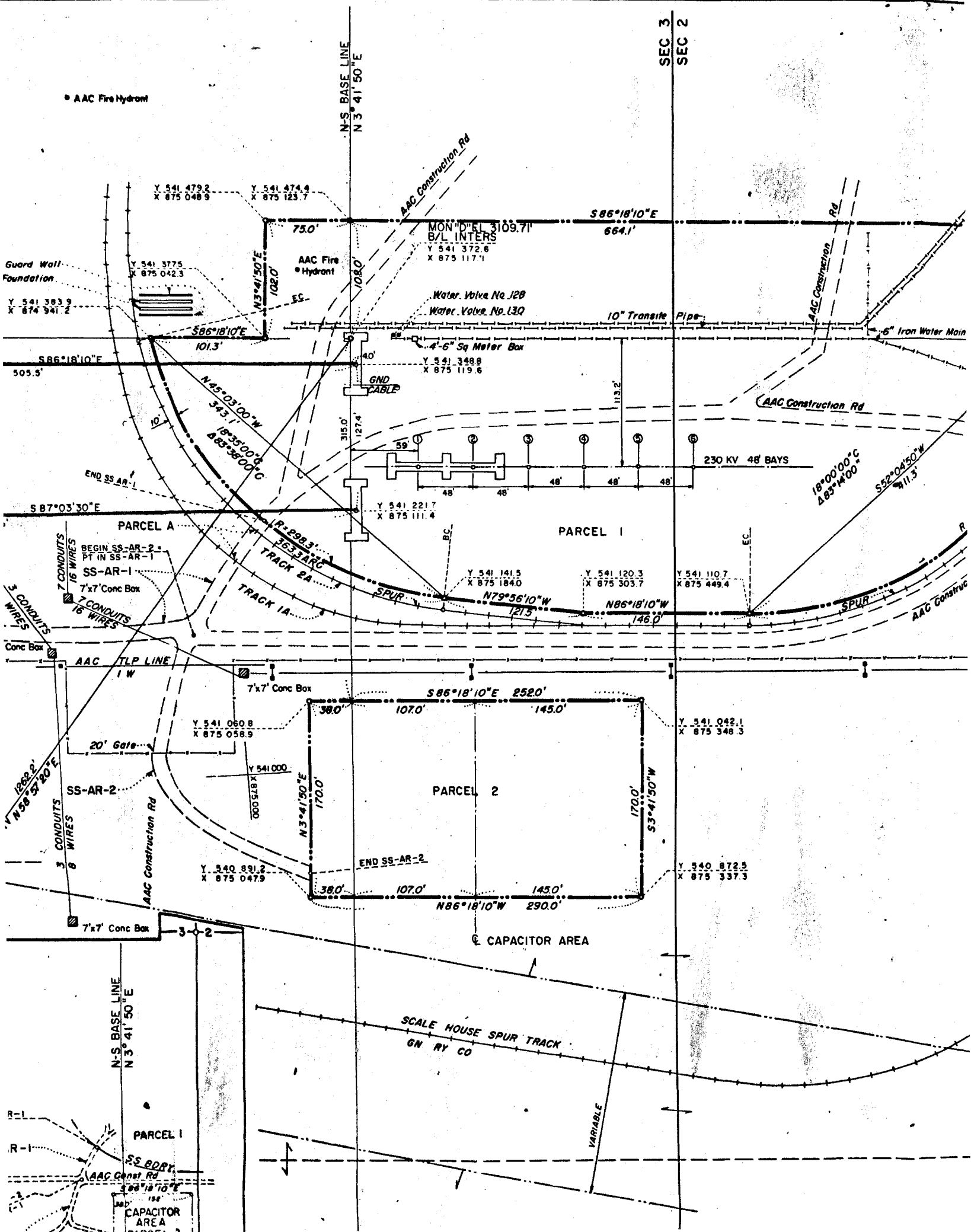
SS BDRY

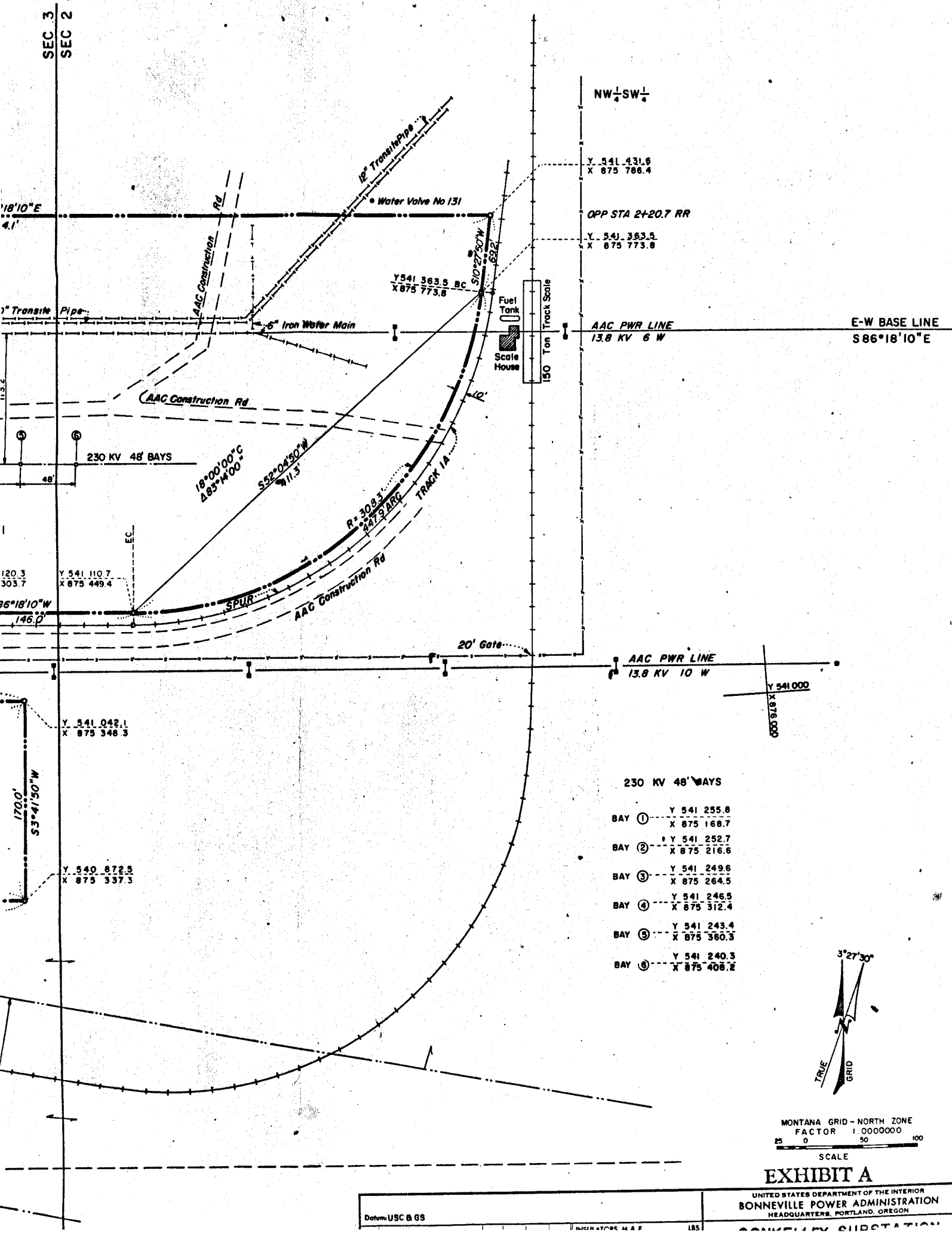
AAC Const Rd

S 86°18'10"E

158'

CAPACITOR AREA





230 KV 48' BAYS

BAY ①	Y 541 255.8 X 875 168.7
BAY ②	Y 541 252.7 X 875 216.6
BAY ③	Y 541 249.6 X 875 264.5
BAY ④	Y 541 246.5 X 875 312.4
BAY ⑤	Y 541 243.4 X 875 360.3
BAY ⑥	Y 541 240.3 X 875 408.2



MONTANA GRID - NORTH ZONE
FACTOR 1.0000000
SCALE
25 0 50 100

EXHIBIT A

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

Date: USC & GS

BY: [Signature]

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